

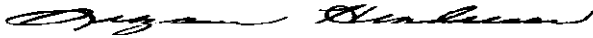
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Tarrant County Texas

Official Public Records

12/3/2010 10:40 AM

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Suzanne Henderson

PGS 4 \$28.00

Submitter: ACS

WHEN RECORDED RETURN TO:

7-ELEVEN, INC.
 Legal Department
 One Arts Plaza
 1722 Routh Street
 Suite 1000
 Dallas, TX 75201-2506

SECOND LEASE AMENDMENT

THIS SECOND LEASE AMENDMENT (this "Second Amendment") dated the 30th day of November, 2010 between EQYINVEST OWNER II, LTD., LLP, as Landlord and KROGER TEXAS L.P., as Tenant, on the following circumstances:

A. T&M Southlake Development Company and The Kroger Co., entered into a Lease and Lease Agreement each dated June 14, 1996 covering an approximately 60,932 square foot storeroom and Common Area situated in the Village Center Shopping Center, with the Lease being recorded in Volume 12401, Page 1098, of the public records of Tarrant County, Texas (collectively, the "Lease"), as amended by that First Lease Amendment dated May 14, 1997 (the "First Amendment").

B. T&M Southlake Development Company has assigned its interest in the Lease to EQYInvest Owner II, Ltd. LLP, and The Kroger Co. has assigned its interest in the Lease to Kroger Texas L.P.

C. Landlord and Tenant desire to modify the recorded Lease on the terms and conditions set forth in this Second Amendment.

D. All capitalized terms used in this Second Amendment shall have the meanings ascribed to them in the Lease, unless otherwise defined herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and the premises and undertakings hereinafter set forth, the parties agree that such Lease is hereby amended as follows:

1. Paragraph 2 of the Lease is hereby amended by adding the following at the end of Paragraph 2:

Notwithstanding the covenants and restrictions set forth above, the operator of the convenience store located on the Building Area of Lot 1 of the Shopping Center may sell groceries, meats, fish, produce, dairy products, bakery products, or any of them, for off-premises consumption, provided that the total number of square feet

of floor space devoted to the display for sale of such products does not exceed 1,000 square feet, including 1/2 of the aisle space adjacent to any such display area.

This Second Amendment is binding upon the successors and assigns of Landlord and Tenant. As amended hereby, the Lease as modified by the First Amendment shall remain in full force and effect.

This Second Amendment has been executed in four (4) counterparts, each of which constitutes a complete and binding agreement between the parties, enforceable in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment effective as of the date first written above.

[remainder of page intentionally left blank
signatures and acknowledgments on following pages]

LANDLORD:

DATE: 11-16-10

EQYINVEST OWNER II, LTD., LLP,

a Texas limited liability partnership

By: Eqy Invest Owner II, L.L.C.,
a Delaware limited liability company, general partner

By: [Signature]

Its: John R. Fraser
President

ACKNOWLEDGEMENT

STATE OF TEXAS ~~TX~~ New York
COUNTY OF New York ss.

On this 16 day of November, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared John R. Fraser, the President of EQYINVEST OWNER II, LTD., ~~LLP~~, a Delaware limited liability company known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same as the act of such company for the purposes therein expressed and in the capacity therein stated.

Witness my hand and official seal.

(seal)

Signature: [Signature]

Typed or printed name: ALEX HOFMANN

Notary Public, State of New York
No. 01HO6028348

My commission expires: Qualified in New York County

Commission Expires July 26, 2013

TENANT:

KROGER TEXAS L.P., an Ohio limited partnership

DATE: November 12, 2010

By: Patricia T. Ash

Its: Patricia T. Ash
Vice President



ACKNOWLEDGEMENT

Ohio
STATE OF ~~TEXAS~~)
COUNTY OF Hamilton ss.

On this 12th day of November, 2010, before me, the undersigned, a Notary Public in and for the aforesaid County and State, on this day personally appeared Patricia T. Ash, the V.P. of KRGF Inc., an Ohio corporation, general partner of **KROGER TEXAS L.P.**, an Ohio limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same as the act of such corporation for the purposes therein expressed and in the capacity therein stated.

Witness my hand and official seal.



Linda L. Campbell
Notary Public, State of Ohio
My Commission Expires 11-15-2014

Signature: Linda L. Campbell

Typed or printed name: Linda L. Campbell

My commission expires: 11-15-14